

BENTON COUNTY  
AND  
OREGON NURSES  
ASSOCIATION



**LABOR AGREEMENT**

**July 1, 2009 – June 30, 2013**



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1    **PREAMBLE**

2

3    This agreement, entered into by Benton County, Oregon hereinafter referred to as the  
4    County, and the Oregon Nurses' Association hereinafter referred to as the Association, has  
5    as its purpose the definition of the entire relationship between the parties in order to promote  
6    harmonious relations between the County and the Association.

7

8    This document represents the complete and entire agreement between the County and the  
9    Association and has as its purpose the setting forth of those matters pertaining to rates of  
10   pay, hours of work, fringe benefits, and other matters pertaining to employment which are  
11   expressly covered in this agreement and which as consistent with the primary objective of  
12   providing efficient and economical services to the citizens of Benton County.

13

14   The Parties agree not to discriminate on the basis of race, religion, sex, color, age, disability,  
15   sexual orientation, political affiliations, or national origin in the enforcement and execution of  
16   this agreement.

17

18   **ARTICLE 1 RECOGNITION**

19

20   **Section 1.1 Association Recognized.** The County recognizes the Association as the sole  
21   and exclusive bargaining agent, for the purpose of establishing wages, hours and conditions  
22   of employment, for all regular, limited duration, and seasonal nurses of Benton County  
23   excluding supervisory and confidential employees as defined in ORS 243.650, and Limited  
24   Part Time, Intermittent (On-Call), temporary employees, and student interns as defined in  
25   Section 1.3, and mental health nurses who are members of the American Federation of  
26   State, County and Municipal Employees. All references to nurses in the agreement designate  
27   both sexes and whenever either gender is used it shall be construed to include both male and  
28   female nurses.

29

30   **Section 1.2 Definitions.** A regular nurse is defined as a member of the bargaining unit who  
31   occupies a position with an established FTE of .50 or greater.

32

33   **Section 1.3 Employment Categories.** For the purposes of this agreement, the  
34   Employment Categories shall be as follows:

- 1    **A.    Regular full-time** employee occupies a position with an established FTE of 1.0 and  
2           has completed the probationary period.  
3
- 4    **B.    Regular part-time** employee occupies a position with an established FTE of less  
5           than 1.0 to .5 FTE and has completed the probationary period.  
6
- 7    **C.    Limited part-time** employee occupies a position with an established FTE of less  
8           than .5. Limited part-time employees serve a probationary period pro-rated on an  
9           hourly basis in accordance with their position’s established FTE and receive annual  
10          step increases; they are not members of the collective bargaining units and do not  
11          accrue seniority, holiday, vacation, sick leave or personal leave. Limited part-time  
12          employees do not have bumping or recall rights under Article 16 of this agreement.  
13          If the County desires any additional positions in this category, job descriptions will  
14          be submitted to the Labor Management Advisory Committee (LMAC) for review  
15          prior to recruitment.  
16
- 17   **D.    Seasonal** employee occupies a regular status position, which occurs, terminates  
18          and reoccurs periodically and regularly regardless of the duration. Full time  
19          seasonal employees will complete probationary service after having served a  
20          combination of seasonal periods totaling six (6) full calendar months (a minimum of  
21          1040 hours). Regular part time seasonal employees will have their probationary  
22          period pro-rated on an hourly basis in accordance to their position’s established  
23          FTE. Seasonal employees have all rights and benefits accrued by regular  
24          employees during their employment season. (Examples: 9-month Park’s  
25          employees, 9- or 10-month school based nurses.)  
26
- 27   **E.    Intermittent (On-Call)** employee is available on an irregularly fluctuating basis  
28          because of the nature of the work. A person appointed to an intermittent position  
29          shall be informed in writing at the time of appointment that the position has been  
30          designed as an intermittent position and that the employee may expect to work only  
31          when work is available. A person who is appointed to an intermittent position may  
32          be scheduled for work at the discretion of the supervisor when the workload of the  
33          position so justifies without any penalty pay provision for short notice. Lack of work  
34          for an employee appointed to an intermittent position shall not be considered a

1           layoff. Intermittent (On-Call) employees are not eligible for holiday, vacation, sick  
2           leave, or personal leave accrual. Intermittent (On-Call) employees are not members  
3           of the collective bargaining units, and do not have bumping or recall rights under  
4           Article 16 of this agreement. (Example: Elections Workers, On-Call County Mail,  
5           and On-Call Custodial Staff). Employees in this category will work less than 1040  
6           hours in a fiscal year.

7  
8   **F.    Limited Duration** employee is hired to perform special studies or projects of  
9           uncertain or limited duration, or for replacement of an employee on an extended  
10          leave of absence. Such appointments shall be for a stated period no less than six  
11          (6) months but not exceeding two (2) years and can expire upon the earlier  
12          termination of the special study or projects. Limited Duration employees have all the  
13          rights of regular status employees except that they are not entitled to layoff rights.  
14          Employees who are in Limited Duration positions and are not also regular status  
15          nurses have all the rights of regular status employees except bumping and recall  
16          rights under Article 16 of this agreement.

17  
18          A person hired from a regular position into a limited duration position, shall retain all  
19          of their rights as a regular employee and continue accrual of seniority. At the  
20          conclusion of the limited duration appointment, if his/her former position is not  
21          available, then he/she shall be entitled to lay off rights.

22  
23          Should a limited duration appointment be converted to a regular position, the  
24          incumbent shall be credited seniority for the full time served in the position.

25  
26          Limited Duration positions may be subject to bumping in times of layoff.

27  
28   **G.    Temporary** employees shall be used for the purpose of meeting short-term,  
29          emergency workload needs. A temporary appointment or position shall not exceed  
30          the equivalent of six (6) calendar months or 1040 hours in a fiscal year. Temporary  
31          employees are not members of the collective bargaining units, are not eligible for  
32          accrual of holiday, vacation, sick, or personal leave, and do not have bumping or  
33          recall rights under Article 16 of this agreement. Temporary employees can,  
34          however, apply for regular status positions open to internal candidates only; and if

1 appointed to a regular position in the same department in which the temporary  
2 position was situated, may receive credit toward their probationary period according  
3 to Article 15, Probationary Period.  
4

5 **H. Student Interns** can work for school credit and/or a nominal salary in order to  
6 combine classroom theory with practical experience in the workplace. Benton  
7 County is a partner with Benton County schools and institutions of higher education  
8 in support of the State of Oregon's School Intern and School-to-Work program.  
9

## 10 **ARTICLE 2 GENERAL PROVISIONS**

11

12 **Section 2.1 Zipper Clause.** Nothing herein shall preclude the County and the Association  
13 from meeting as provided for in the Labor Management Advisory Committee (LMAC) as  
14 defined in Article 23 during the term of this agreement.  
15

16 The County shall have the right to unilaterally modify any employment condition(s) not  
17 covered by the terms of this agreement, and to do so without bargaining either the decision to  
18 do so or its impact on the bargaining unit.  
19

20 **Section 2.2 Notice Period Defined.** In all cases herein where a notice period is referred to in  
21 terms of working days, that period shall be construed as County business days, Monday  
22 through Friday, 8:00 AM to 5:00 PM excluding County recognized holidays. It shall not refer to  
23 an individual nurse's working days. If any provision of this agreement requires a notice and at  
24 the same time fails to specify the length of such notice, it shall in all cases be ten (10) working  
25 days.  
26

## 27 **ARTICLE 3 MANAGEMENT RIGHTS**

28

29 Except as otherwise expressly limited by the terms of this agreement, the County retains all  
30 of the customary, usual, and exclusive rights, decision-making prerogatives, functions and  
31 authorities connected with or in any way incident to its responsibility to manage the affairs of  
32 the County or any part thereof. Without limitation, but by way of illustration, the exclusive  
33 prerogatives, functions, and rights of the County shall include the following:  
34

- 1 A. To determine the services to be rendered to the citizens of the County.  
2
- 3 B. To determine the County's financial, budgetary and accounting procedures.  
4
- 5 C. To direct and supervise all operations, functions and policies of the departments in  
6 which the nurses in the bargaining unit are employed.  
7
- 8 D. To close or liquidate any office, branch, operation, facility, or combination of facilities,  
9 or to relocate, reorganize, or combine the work of divisions, offices, branches,  
10 operations, or facilities.  
11
- 12 E. To manage and direct the work force, including but not limited to, the right to  
13 determine the methods, process and manner of performing work; the right to hire,  
14 promote and retain nurses; the right to determine schedules of work; the right to  
15 purchase, dispose of and/or assign equipment or supplies.  
16
- 17 F. To contract out any work it deems necessary in the interest of efficiency, economy,  
18 improved work product, or emergency.  
19
- 20 G. To determine the need for a reduction or an increase in the work force.  
21
- 22 H. To establish, revise, and implement reasonable standards for hiring, classification,  
23 promotion, quality of work, safety materials, and equipment.  
24
- 25 I. To implement new, and/or to revise or discard, in whole or in part, old methods,  
26 procedures, materials, equipment, facilities or standards.  
27
- 28 J. To assign shifts, workdays, hours of work, and work locations.  
29
- 30 K. To designate and to assign all work duties.  
31
- 32 L. To determine the need for and the qualifications of new nurses, transfer of nurses,  
33 and promotions.  
34

- 1 M. To discipline, suspend, demote, or discharge a nurse so long as such action follows  
2 the tenets of just cause as defined in Article 20.1; and probationary nurses at the  
3 pleasure of the appointing authority, pursuant to Article 15.1.  
4
- 5 N. To determine the need for additional educational courses, training programs, on-the-  
6 job training, and/or cross training, and to assign nurses to such duties for periods of  
7 time designated or determined by the County.  
8

9 **ARTICLE 4 ASSOCIATION RIGHTS**

10

11 **Section 4.1 Notice.** The County will notify and explain to all newly hired employees their  
12 obligations under this Article. Upon hire, the County will provide the employee with a  
13 statement to sign which acknowledges that the employee has been told of and understands  
14 his/her obligations under this Article.  
15

16 **Section 4.2 Dues Deduction & Authorization (“Check off”)**

- 17
- 18 A. While this agreement is in effect, the County agrees to deduct the monthly  
19 membership dues from the pay of those nurses who individually request, in writing,  
20 such deductions, and to remit the aggregate thereof, to the treasurer of the  
21 Association, not later than the tenth (10<sup>th</sup>) day of the next succeeding month, together  
22 with an itemized statement thereof.  
23
- 24 B. Individual authorization for dues deductions shall be deemed a contract to the  
25 contrary pursuant to Oregon Revised Statute 292.055(3).  
26
- 27 C. The County will furnish a check-off form, which includes the nurse status and  
28 authorization to deduct dues.  
29
- 30 D. Each nurse must complete the check-off form and return it to the finance department  
31 within the first thirty (30) days of employment.  
32  
33  
34

1 **Section 4.3 Fair Share and Religious Objection**

2  
3 A. Each nurse who, thirty (30) days after the date of hire, is a member of the bargaining  
4 unit which the Association serves as a certified agent but who is not a member and  
5 chooses to remain not a member of the Association, and inasmuch as it is required  
6 that the Association represent every nurse within the bargaining unit, making each  
7 nurse thus a recipient of the Association's services, it is mutually agreed and  
8 recognized by the parties that each nurse shall proportionally and fairly share in the  
9 cost of the collective bargaining process. Therefore, the cost per nurse is fixed  
10 proportionally at the amount of dues uniformly required of each member of the  
11 Association, which amount shall be deducted monthly from each Association member  
12 and each non-Association member's compensation and remitted monthly in the  
13 aggregate to the treasurer of the Association.

14  
15 B. Such uniform amounts as the Association treasurer certifies to the County as the  
16 monthly dues approved by the members of the Association shall remain as the  
17 reasonable amount to be deducted hereunder.

18  
19 C. A like amount in lieu of dues will be automatically deducted from all nurses in the  
20 bargaining unit who have not signed an authorization form requesting Association  
21 membership dues deduction. It is understood that the like amount in lieu of dues shall  
22 only be used as directed by the constitution and by-laws of the Association and by the  
23 majority vote of the membership. Nurses terminating with less than (10) working days  
24 in any pay period will not be subject to dues or a like amount in lieu of dues deducted.

25  
26 D. Any individual nurse's objection based on bona fide religious tenets or teachings of a  
27 church or religious body of which such nurse is a member will require the nurse to  
28 inform the County and the Association of his/her objection. In lieu of regular dues, the  
29 nurse shall make contributions to a tax-exempt non-religious charitable organization  
30 of his/her choice.

31  
32 E. The Association agrees that all money collected and/or distributed herein will comply  
33 with ORS 260.432(1).  
34

1 F. The Association shall indemnify, defend and save the County and/or any of its  
2 management employees for any costs incurred through any court or other legal  
3 proceeding instituted by any nurse in the bargaining unit as a result of the application  
4 of this section.  
5

6 **Section 4.4 Changed Status.** A bargaining unit employee shall notify the Association in  
7 writing of a desire to change his/her membership status. He/she is required to mail such  
8 requests to the Association to the attention of the membership coordinator at:

9                   ATTN: Membership Coordinator  
10                   Oregon Nurses Association  
11                   18765 SW Boones Ferry Road, Suite 200  
12                   Tualatin, Oregon 97062  
13

14 The Association will promptly mail a copy of the notification for membership status to the  
15 Employer. Upon receipt, the Employer will begin deducting the amount that reflects the  
16 bargaining unit employee's changed membership status.  
17

18 **ARTICLE 5 ASSOCIATION ACTIVITY**  
19

20 **Section 5.1 Non Discrimination.** Neither the County nor the Association shall interfere with  
21 the right of nurses covered by this agreement to become or not become members of the  
22 Association. The provisions of this agreement shall be applied to all members of the  
23 bargaining unit equitably to the extent that specific working of the agreement allows.  
24

25 **Section 5.2 Association Responsibility.** The Association recognizes its responsibility as  
26 bargaining agent and agrees to represent all nurses with respect to grievances as herein  
27 defined. Such representation shall be afforded any nurse within the bargaining unit whether  
28 or not that nurse is a member of the Association. Nothing in this section shall be construed to  
29 require the Association to pursue grievances that the Association considers invalid.  
30

31 **Section 5.3 Association Activities.** Except as otherwise herein expressly permitted or  
32 agreed to by the County, Association business, other than grievances, shall be transacted  
33 outside of normal working hours (an exception to this provision may be granted if a request is  
34 made by the Association representative to Human Resources). An Association representative

1 may enter County property to conduct Association business provided that he/she give notice  
2 of his/her presence to the Health Administrator or appropriate County representative.

3

4 The Association agrees to provide written notification to the County within ten (10) working  
5 days following election or selection of Association representatives, stewards, or other  
6 Association officers. The chief steward or an alternate steward may conduct Association  
7 business directly related to the filing and subsequent processing of a nurse's grievance  
8 during working hours without loss of compensation provided that reasonable notice (24 hour),  
9 is given to the Health Administrator or his/her designee.

10

11 Duties required by the Association of its stewards, excepting attendance at meetings with the  
12 County supervisory personnel and aggrieved nurses concerning grievance matters, shall not  
13 interfere with their or other nurses' regular work assignments.

14

15 Performance of duties identified above, which are authorized to be performed during regular  
16 working hours, shall not result in loss of pay.

17

18 Association officers, stewards, and Labor Representatives may use County telephones for  
19 the purpose of notifying membership of meetings. County-mailboxes may also be used to  
20 communicate Association business. County owned copy machines, telephones, computers,  
21 electronic mail, and facsimile machines may be used for grievance matters. The above  
22 mentioned equipment may also be used for communications between the Association  
23 Officers and the ONA Labor Representatives during negotiations.

24

25 **Section 5.4 Orientation.** The Association shall be allowed to furnish informational packets,  
26 which shall be filed in the Human Resources Department. These packets will then be given to  
27 each new prospective bargaining unit member by the Human Resources Department at the  
28 time that benefit forms are being explained and completed.

29

## 30 **ARTICLE 6 STRIKES AND LOCKOUTS**

31

32 **Section 6.1 No Strike.** During the term of this agreement, the Association and its members,  
33 as individuals and as a group, will not initiate, cause, permit, or participate or join in any strike,  
34 work stoppage, slow down, picketing, or any other restriction of County work. Disciplinary

1 action, including discharge, may be taken against any nurse or nurses engaging in any act in  
2 violation of this Article. Such disciplinary action shall not preclude or restrict recourse to any  
3 other remedies, including an action for damages, which may be available to the County. No  
4 nurse shall be required to perform work normally performed by a striking member of another  
5 bargaining unit unless there is an emergency where the County deems a threat to public  
6 health and safety exists.

7

8 In the event of a strike, work stoppage, slow down, or observance of a picket line in violation  
9 of applicable state law, the Association will immediately, upon notification by certified letter,  
10 telegram or telephone call to the Director of the Oregon Nurses Association, or the local  
11 president, attempt to secure an immediate and orderly return to work. This obligation, and the  
12 obligations set forth above shall not be affected or limited by the subject matter involved in  
13 the dispute giving rise to the stoppage or by whether such subject matter is or is not subject  
14 to the grievance provisions of this agreement. Should any change in the state law occur  
15 during the term of this agreement allowing public employees to legally honor picket lines, the  
16 parties agree to meet within ten (10) days for the purpose of negotiating a substitute for this  
17 provision of this Article.

18

19 **Section 6.2 No Lockout.** During the term of this agreement, the County will not instigate a  
20 lockout over a dispute with the Association so long as there is no breach of Section 1.

21

22 **Section 6.3 Re-Negotiation.** This Article shall be waived for the purpose of the  
23 re-negotiations provided for in Article 25, Section 2.

24

## 25 **ARTICLE 7 HOURS OF WORK AND OVERTIME**

26

27 **Section 7.1 Application of This Article.** This Article is intended only as a basis for  
28 calculating overtime payments and nothing in this agreement shall be construed as a  
29 guarantee of hours of work per day or per week. The County and the Association specifically  
30 waive application of ORS 279.340 and 279.342 where there is conflict between the statutes  
31 and this agreement.

32

33 **Section 7.2 Regular Hours.** Working hours for each nurse is intended to be regular and  
34 consecutive except for meal periods.

1 **Section 7.3 Flex Schedules.** A flex schedule may be approved by the County when a  
2 special requirement is identified that requires a flexible schedule. Examples might include  
3 evening planning commission meetings or immunizations clinics, but schedule changes are  
4 not limited to these examples. When a flex schedule is required, the nurse will be provided  
5 ten (10) working days notice unless an emergency situation exists, in which case the  
6 schedule change may be immediate. The County shall declare all emergencies in writing,  
7 noting the beginning and the end of the emergency. If mutually agreed between the nurse  
8 and the Health Administrator, the ten (10) working day notice period may be waived in non-  
9 emergency situations. A flex schedule is intended to accommodate the special needs of a  
10 department.

11

12 A flex schedule for part-time nurses may be approved by the County so long as hours worked  
13 do not exceed forty (40) hours per week or exceed the nurse's established FTE. The flex time  
14 will be taken within thirty (30) days from the time of the schedule adjustment.

15

16 **Section 7.4 Normal Work Week.** Excluding meal periods, the normal work week shall  
17 consist of forty (40) hours per week, not to be worked in excess of five (5) consecutive days  
18 with at least two (2) consecutive days off, or four (4) consecutive days with three (3)  
19 consecutive days off. Department heads shall have the authority to initiate either five (5) day  
20 or four (4) day work weeks, consistent with priorities and efficiencies established by the  
21 County. The normal workweek shall begin at 12:01 AM Monday (one minute after midnight on  
22 Sunday) and end on the following Sunday at 12:00 PM midnight.

23

24 **Section 7.5 Overtime Premium.** Except when a flex schedule is agreed to pursuant to  
25 Section 3 of this Article, a nurse shall be paid or granted compensatory time off at the  
26 County's discretion at one and one-half (1½) times his/her regular rate for all hours worked in  
27 excess of eight (8) hours per day for a five day work week or ten (10) hours per day for a four  
28 (4) day work week, or forty (40) hours in any scheduled work week. All hours paid by the  
29 County, including but not limited to actual hours worked, paid sick leave, paid vacation leave,  
30 and paid holiday leave, shall apply. Payments from non-County sources, including but not  
31 limited to workers' compensation and long term disability, shall not constitute salary paid by  
32 the County. Accrued compensatory hours in excess of forty (40) hours shall be paid in the  
33 pay period in which they were earned.

34

1 It is the intent of the County that nurses will not be required to work schedules that do not  
2 provide at least twelve (12) hours rest between shifts on an on-going or routine basis. The  
3 County pledges that the frequency of such occurrences will not exceed past practice, and will  
4 be discouraged whenever possible.

5  
6 **Section 7.6 Overtime Distribution.** Overtime shall be approved in advance and insofar as  
7 reasonable and possible, overtime work shall be distributed equally to nurses within the same  
8 job classification in each department.

9  
10 **Section 7.7 Work Schedules.** Excepting emergencies, normal work schedules shall not be  
11 changed unless ten (10) working days notice is provided to the nurse, however, if mutually  
12 agreed by the Health Administrator and the nurse, the ten (10) working day notice period may  
13 be waived.

14  
15 **Section 7.8 Standby Duty.** Nurses on standby duty must be available to a telephone or other  
16 calling device at all times during a designated period. Nurses on standby duty shall be  
17 responsible to perform assignments and respond to calls as may be required. Nurses shall  
18 receive compensation of ten (10) hours straight time for each seven (7) day period spent on  
19 standby duty, or prorated on a daily basis if the period of standby duty is less than seven (7)  
20 days. At the County's discretion, standby compensation may be in the form of a direct  
21 payment or added to the nurse's compensatory accrual. Nurses assigned to standby duty  
22 shall not be eligible for call-in pay pursuant to Section 9 of this Article, but shall be paid for all  
23 hours worked.

24  
25 **Section 7.9 Unscheduled Work.**

26  
27 A. Telephone Consultation. Nurses who take work related calls outside their regularly  
28 scheduled shift that results in a nurse working longer than fifteen (15) minutes shall  
29 be paid at one and one-half (1½) times their regular hourly rate of pay for all time  
30 worked or equivalent compensatory time at the nurse's discretion.

31  
32 B. Call Back Time. Nurses called back to work outside their regularly scheduled shift  
33 shall be paid a minimum of three (3) hours or the actual time worked, whichever is  
34 greater at one and one-half (1½) times their regular rate of pay. Shift extensions do

1 not qualify any nurse for call-back-pay, however shift extensions may qualify the  
2 nurse for overtime payments pursuant to Section 5 of this Article.

3

4 **Section 7.10 Rest Periods.** All work schedules shall provide each nurse a fifteen (15) minute  
5 rest period during each one-half (½) of an eight (8) hour or ten (10) hour shift. Rest periods  
6 shall be scheduled at the middle of each shift whenever possible. Nurses who are authorized  
7 by their supervisors to work beyond their regular quitting time shall receive an additional  
8 fifteen (15) minute rest period before they begin the next succeeding shift. In addition, nurses  
9 shall be granted regular rest periods during each additional shift as noted herein.

10

11 Rest periods that are not utilized during any shift shall not be considered for the purpose of  
12 determining overtime payments. Rest periods shall be scheduled in a manner, which will not  
13 interrupt the efficient operation of the department.

14

15 **Section 7.11 Meal Periods.** Nurses shall receive a lunch period of at least one-half (½) hour,  
16 and no more than one (1) hour during each work shift. Whenever possible, lunch periods  
17 shall be scheduled at the middle of the shift. Length of meal periods shall be determined by  
18 and in accordance with existing routines in each department.

19

20 **Section 7.12 Unused Rest and Meal Time.** Rest and mealtime not utilized as provided in  
21 this Article may not accumulate for later use.

22

## 23 **ARTICLE 8 HOLIDAYS**

24

25 **Section 8.1. Holidays.** The following are recognized holidays:

26

- |    |    |                               |                                 |
|----|----|-------------------------------|---------------------------------|
| 27 | 1. | New Years Day                 | January 1st                     |
| 28 | 2. | Martin Luther King's Birthday | on the 3rd Monday in January    |
| 29 | 3. | President's Day               | on the 3rd Monday in February   |
| 30 | 4. | Memorial Day                  | on the last Monday in May       |
| 31 | 5. | Independence Day              | July 4th                        |
| 32 | 6. | Labor Day                     | on the 1st Monday in September  |
| 33 | 7. | Veteran's Day                 | November 11th                   |
| 34 | 8. | Thanksgiving Day              | on the 4th Thursday in November |



1 **Section 8.5 Holiday During Leave.** A nurse shall receive holiday pay if the holiday falls  
2 during any authorized period of County leave with pay. Should a nurse be on authorized sick  
3 or vacation leave with pay when a holiday occurs, the nurse shall receive holiday pay, and  
4 such holiday shall not be charged against his/her sick or vacation accruals. Payments  
5 received from non-County sources, including but not limited to worker's comp and long term  
6 disability, shall disqualify the nurse from receiving holiday pay pursuant to Section 3 of this  
7 Article.

8

9 **Section 8.6 Holiday Work.** Any member of the bargaining unit who is required to work on  
10 any of the holidays listed in Section 1 of this Article shall be paid or granted paid  
11 compensatory time-off, at the County's discretion as follows. In addition to his/her regular  
12 salary, time and one-half (1½) for all hours worked for the first eight (8) or ten (10) hours of  
13 holiday work, in addition to his/her regular salary, double time for all hours worked. The intent  
14 of this language is to pay a total compensation for holiday work of two and one-half times  
15 (2½) the regular rate of pay for the first eight (8) or ten (10) hours of holiday work, and a total  
16 of three (3) times the regular rate of pay for all overtime work.

17

18 Compensatory time earned may be used on a date mutually agreed to by the nurse and  
19 his/her supervisor. This Section shall apply when the nurse is required to work on the day  
20 designated and observed as the holiday pursuant to Section 4 of this Article.

21

## 22 **ARTICLE 9 WEATHER AND DISASTER EMERGENCIES**

23

24 **Section 9.1 Leave Due to Adverse Weather Conditions.** In the event of adverse weather  
25 conditions that may jeopardize a nurse's ability to travel to or from work, the nurse may  
26 request paid leave. The nurse may use any of his/her leave accruals, including sick leave, to  
27 cover this leave. If the nurse has no leave accruals, this leave shall be without pay. (This  
28 provision does not apply to emergency personnel.)

29

30 **Section 9.2 Leave Due to Disaster.** In the event of a disaster which destroys or renders a  
31 County occupied building unsafe, the employee(s) who work in that building may be released  
32 and their regular pay shall continue until the end of that working day. Thereafter, the  
33 employee may use authorized leave accruals, including sick leave, until they are exhausted,  
34 or until the employee is called back to work. The employee shall not be required to utilize all

1 leave accruals before being placed on leave without pay.

2

3 If the employee has no leave accruals, all time off, excluding the day of the incident, shall be  
4 without pay.

5

6 **ARTICLE 10 VACATION LEAVE**

7

8 **Section 10.1 Accrual.** All regular full-time nurses shall accrue vacation leave as follows:

9

10	1st through 4th year	8 hours per month
11	5th through 9th year	10 hours per month
12	10th through 14th year	12 hours per month
13	15th through 19th year	14 hours per month
14	20th through 24th year	16 hours per month
15	25 years and over	18 hours per month

16

17 Following successful completion of their probationary period, full-time regular nurses shall be  
18 granted forty-eight (48) hours of vacation leave and part-time regular nurses shall be granted  
19 vacation leave on a prorated basis, according to their position's established FTE. As applied  
20 to this Article, the fiscal year will end on June 30th.

21

22 **Section 10.2 Scheduling.** Whenever practical, and consistent with the needs of the County  
23 and the availability of vacation relief, nurses shall have the right to select split or full vacation  
24 leaves. The nurse must request vacation leave in writing to his/her supervisor, allowing at  
25 least as much notice to the supervisor as leave being requested, but in no event less than  
26 one (1) full day. The vacation will be considered granted unless the County makes a written  
27 denial within the aforementioned notice period. With mutual consent of the supervisor and the  
28 nurse, the notice period may be waived.

29

30 Selection of vacation leave shall be on the basis of seniority; however, each nurse will be  
31 permitted to exercise his/her right of seniority only once in each fiscal year. Such exercise of  
32 seniority shall be limited to one (1) vacation period in each fiscal year.

33

34

1 **Section 10.3 Vacation Accrual.** Vacation leave equivalent to the annual vacation accrued by  
2 the nurse in the preceding fiscal year may be carried over for one (1) year. (i.e., the maximum  
3 vacation hours accumulated may not exceed twice the nurse's annual accrual).

4  
5 Every nurse shall be granted reasonable opportunity to utilize his/her accrued vacation leave.  
6 Unreasonable denial by the County of a nurse's request to use accrued vacation leave will  
7 not result in forfeiture of such leave.

8  
9 The County will provide a current and accurate monthly accounting of accrued vacation leave  
10 on each nurse's payroll check stub.

11  
12 **Section 10.4 Termination or Death.** Upon voluntary or involuntary termination of a nurse, all  
13 accrued vacation leave shall be paid to the nurse. On the death of a nurse, all accrued  
14 vacation leave shall be paid to his/her estate.

15  
16 **Section 10.5 Continued Vacation Credit.** In case of an absence due to an illness or injury,  
17 a full-time regular employee shall continue to earn vacation credit for a maximum period of  
18 six (6) months (1040 hours). A part-time regular employee's ability to earn vacation credit  
19 shall be pro-rated in direct proportion to his/her established FTE. In leave without pay  
20 situations, accruals do not continue with the exception of workers' compensation and  
21 approved FMLA leaves.

22

## 23 **ARTICLE 11 SICK LEAVE**

24

25 **Section 11.1 Accrual.** All full-time regular nurses shall accrue paid sick leave at the rate of  
26 eight (8) hours per month, to be used in the event of illness of the nurse or a member of  
27 his/her immediate family. Immediate family is defined as spouse, domestic partner, parent,  
28 child or other person living in the household. In relationships other than those set forth above,  
29 and under exceptional circumstances, sick leave may be granted by the Health Administrator  
30 if requested by the nurse. All part-time regular nurses shall accrue paid sick leave on a  
31 prorated basis according to their established FTE.

32

33 Sick leave may accumulate to a maximum of 1260 hours. No nurse may utilize sick leave  
34 before actually accruing such leave, however, new nurses may use accrued sick leave during

1 their probationary period. The County may, at its discretion, require verification of the usage  
2 of sick leave of more than two (2) days, or where an established pattern of sick leave usage  
3 suggests potential abuse, by requiring the nurse to submit a physician's statement justifying  
4 his/her use of sick leave before payment of the sick leave is approved. Sick leave usage is  
5 limited to periods of illness of the nurse or member(s) of his/her immediate family as defined  
6 in this Section. Abuse of sick leave shall subject the nurse to disciplinary action.

7  
8 **Section 11.2 On-The-Job Accident.** Any nurse who sustains an accident while on the job for  
9 the County, which results in a compensable worker's compensation claim, shall be covered  
10 under the County's workers' compensation program.

11  
12 A decision on acceptability/compensability of a claim is normally made within the first fourteen  
13 (14) days of an injury or illness and if not, the insurance carrier is required to pay time-loss  
14 during the term of the investigation or until such time as compensability is determined. The  
15 County shall allow employees who file a workers' compensation claim to use sick, vacation or  
16 compensatory accruals during the first fourteen (14) calendar days of an alleged workers'  
17 compensation injury or illness. Once the worker's compensation carrier either accepts the  
18 claim or commences payment of time-loss to the nurse, the County will cease salary  
19 payments chargeable to the above mentioned leaves until the nurse returns to work. The  
20 nurse will rely on time-loss payments from the workers' compensation carrier for their  
21 compensation.

22  
23 The computed hourly rate normally used for payroll computation purposes during any given  
24 payroll period shall be used for computing compensation chargeable to leave from the County  
25 under this section.

26  
27 During the term of the workers' compensation claim, the County shall continue full insurance  
28 coverage for Association nurses enrolled prior to the workers' compensation injury or illness.  
29 This continuation provision shall not extend for a period greater than that, which is specified in  
30 the County's Personnel Policies, or six (6) months, whichever is greater.

31  
32 For injuries or illness which extend for partial calendar months, the County will make up for  
33 any premium co-payment which is not covered by the nurse's normal payroll. For injuries,  
34 which extend beyond a calendar month, the County will pay the full premium, including any

1 co-payment, which the nurse was required to pay.

2

3 **Section 11.3 Continued Sick Leave Credit.** In case of an absence due to an illness or  
4 injury, a full-time regular employee shall continue to earn sick leave for a maximum period  
5 of six (6) months (1040 hours). A part-time regular employee's ability to earn sick leave  
6 shall be pro-rated in direct proportion to his/her established FTE. In leave without pay  
7 situations, accruals do not continue with the exception of workers' compensation and  
8 approved FMLA leaves.

9

10 **Section 11.4 Scope.** Nurses may use sick leave for the treatment of a recognized mental  
11 health condition, illness or injury, during which the nurse is unable to adequately perform  
12 his/her normal work duties or, whenever as a result of the foregoing it is necessary to seek  
13 medical, psychological or dental assistance, or if it is necessary for the nurse to be  
14 quarantined. The County, at its discretion, may require the nurse to leave the workplace if it is  
15 reasonably believed that the nurse's illness presents a risk to the health or safety of other  
16 employees. If the County requires the nurse to leave work, sick leave accruals may be utilized  
17 if available. Sick leave may also be used in the case of an illness in the nurse's immediate  
18 family, as defined in Section 1 of this Article, provided that the nurse states that it is medically  
19 necessary for him/her to care for the immediate family member. Additionally, sick leave may  
20 be used for normal medical or dental check-ups without relation to illness or injury. As used in  
21 this Section, the term medical includes all services provided as part of the healing arts by  
22 Medical Practitioners who are legally licensed to practice. Nurses using sick leave for any  
23 reason must give reasonable notice to the Health Administrator.

24

25 **Section 11.5 Retirement, Disability or Death.** Those nurses hired before August 1, 1999  
26 who at the time of retirement, are fully qualified to receive Oregon Public Employees  
27 Retirement System (PERS) benefits shall have the option to receive payment of up to  
28 three-fourths (3/4) of their accumulated sick leave in cash, and their remaining  
29 accumulated sick leave shall be used to calculate their final average salary for retirement  
30 benefits by PERS in accordance with the provisions of any applicable statutes.

31

32 Nurses hired on or after August 1, 1999 shall have the option to receive payment of up to  
33 one-half (1/2) of their accumulated sick leave in cash, and their remaining accumulated sick

1 leave shall be used to calculate their final average salary for retirement benefits by PERS  
2 in accordance with the provisions of any applicable statutes.

3

4 In case of an employee's death or permanent disability, the nurse or his/her designated  
5 beneficiary shall receive full payment for all accrued sick leave.

6

7 Nurses hired on or after October 1, 2002 shall not have the option of receiving payment of  
8 accumulated sick leave upon retirement.

9

10 **Section 11.6 Unused Sick Leave Conversion.** At the completion of each fiscal year, each  
11 nurse, regardless of years' service, may convert unused sick leave into vacation leave at  
12 the rate of two (2) hours of sick leave for one (1) hour of vacation. Beginning with the 1999-  
13 00 fiscal year, each nurse with ten (10) years' service and beyond may convert unused sick  
14 leave into vacation leave at the rate of one and one-half (1½) hours of sick leave for one  
15 (1) hour of vacation. This shall be done as follows:

16

17 1. Each full time nurse must maintain a minimum sick leave bank of eighty (80) hours to  
18 be reserved for sick leave. Part-time nurses shall maintain a minimum sick leave bank  
19 on a pro-rated basis according to their established FTE.

20

21 2. Only sick leave accrued in the immediate prior fiscal year, less sick leave used in the  
22 immediate prior fiscal year, may be converted. As applied to this Article, the fiscal year  
23 will end on June 30<sup>th</sup>.

24

25 3. All conversions must be accomplished during the period of July 1st through July 31st of  
26 each fiscal year, or at the time of voluntary termination.

27

28 4. Sick leave conversion options shall not apply to any nurse who is terminated or  
29 discharged for cause.

30

31 Section 11.6 in its entirety is not available to nurses hired on or after October 1, 2002.

32

33 **Section 11.7 Sick Leave Donations.** This section provides a method for nurses to transfer  
34 or donate some of their accrued sick leave to a fellow employee who is out of sick leave

1 and is temporarily off work due to a catastrophic or chronic illness, hospitalization,  
2 operation or accident. Leave may also be donated for an employee off work and out of sick  
3 leave in order to care for an immediate family member, defined as spouse, domestic  
4 partner, parent, child or other person living in the household, who meets the medical  
5 conditions defined above.

6  
7 In order for a nurse (donor) to transfer sick leave to another employee (donee), the  
8 following conditions must be met:

- 9
- 10 1. The donated sick leave may only be used for a catastrophic or chronic illness,  
11 hospitalization, operation(s) or accident.  
12
  - 13 2. The donee must have exhausted all sick, compensatory and all but forty (40) hours  
14 of vacation leave prior to requesting donations.  
15
  - 16 3. Once the donee becomes eligible for Long Term Disability, requests for sick leave  
17 donations will not be granted.  
18
  - 19 4. Donor must maintain a minimum bank of eighty (80) hours sick leave (prorated by  
20 FTE) that is not eligible for transfer.  
21
  - 22 5. Sick leave hours cannot be transferred upon donor's termination of employment.  
23
  - 24 6. Donee requests for sick leave donations must be approved by the Human  
25 Resources Manager. Only donee or Department Head is eligible to request sick  
26 leave donations. Requests must be accompanied by acceptable medical  
27 documentation. Upon approval, donation requests will be made by the HR Manager  
28 to County employees. If requested, all information regarding specific details of the  
29 medical emergency and/or the donee's name will be kept confidential.  
30
  - 31 7. Donated sick leave will be used on a first-in, first-used basis. Any donated sick  
32 leave that is not utilized by donee to meet their leave needs related to the specific  
33 donated leave request, will be returned to the donor.  
34

1 8. The County will continue to pay the employer's share of the medical and dental  
2 premiums while the nurse is receiving long-term disability and is employed by the  
3 County.

4  
5 9. Upon presentation of proper medical authorization of ability to return to work, any  
6 nurse who is terminated from employment while on long-term disability will be given  
7 recall rights for eighteen (18) months following termination.

8

9 **ARTICLE 12 OTHER LEAVES OF ABSENCE**

10

11 **Section 12.1 Leave Procedures.** Nurses may request leaves of absence. Each request shall  
12 be judged by the Health Administrator on its individual merit and on the basis of the  
13 guidelines provided herein.

14

15 No leave of absence, with or without pay, shall be granted unless a request is submitted in  
16 writing by the nurse to the Health Administrator. With the exception of emergencies relating to  
17 Family Medical Leave, approval of leaves of absence shall be obtained prior to beginning the  
18 leave. All paid leaves shall be considered time worked. Leaves of absence without pay shall  
19 not be considered time worked, and the nurse shall not accrue benefits, seniority, or other  
20 conditions noted herein during leaves without pay.

21

22 **Section 12.2 Leave Without Pay.** The Health Administrator shall, for any reasonable  
23 purpose, grant a leave of absence without pay for a period not to exceed ninety (90) calendar  
24 days. Prior to beginning a leave without pay, the nurse must first exhaust all vacation and  
25 compensatory accruals. Requests of up to a ninety (90) calendar day extension of leave  
26 without pay shall be submitted in writing to the Health Administrator, and at his/her discretion,  
27 may be approved. Denial of a leave of absence without pay request shall not be arbitrary or  
28 capricious. Requests for a leave of absence without pay will not be considered more than  
29 once in any three (3) year period.

30

31 **Section 12.3 Family and Medical Leave.** A nurse may request up to twelve (12) weeks of  
32 leave during any twelve (12)-month period for the purpose of caring for a child following  
33 birth, adoption, or foster care; for a spouse or domestic partner, son, daughter, parent, or  
34 parent-in-law who has a serious chronic, temporary or permanent health condition, physical

1 or mental disability; or for a serious chronic or temporary condition that renders the nurse  
2 unable to perform his/her job. The nurse may choose to utilize this leave on an incremental  
3 (hourly) or full-time basis, and may further choose to coordinate this leave with an accepted  
4 workers' compensation claim.

5  
6 Requests for this leave shall be made in writing to the Department Head and forwarded to  
7 Human Resources. The Human Resources Manager may ask for doctor's verification of  
8 illness.

9  
10 To be eligible for family and medical leave, a nurse must have completed his/her initial  
11 probationary period.

12  
13 The nurse must utilize accrued leave balances, including vacation leave, sick leave, and  
14 compensatory leave before utilizing unpaid leave. A nurse has the option to retain up to  
15 forty (40) hours of vacation or compensatory leave while utilizing Family Medical Leave. For  
16 the duration of this leave, the nurse's health, dental, life, and disability insurance coverage  
17 shall continue provided that the nurse continues to pay his/her portion of premiums that  
18 existed prior to the commencement of this leave.

19  
20 Any eligible nurse who takes family or medical leave must be returned to the same position  
21 held prior to the leave, if available, or if not, an equivalent position for which the nurse is  
22 qualified.

23  
24 A nurse who has exhausted family medical leave limits may refer to Section 2, Leave  
25 Without Pay.

26  
27 **Section 12.4 Compassionate Leave.** Nurses shall be granted not more than three (3) days  
28 leave of absence with pay in the event of death in their immediate family to make household  
29 adjustments and to attend funeral services. In the event of a family death occurring more than  
30 two hundred (200) miles from the nurse's home, an additional two (2) days paid leave shall be  
31 granted. Compassionate leave shall not be charged to any other leave accruals. A nurse's  
32 immediate family shall be defined as spouse or domestic partner, parents, children, brother,  
33 sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepmother,  
34 stepfather, son-in-law, daughter-in-law, or other member of the household. In relationships

1 other than those set forth above, and under exceptional circumstances, the Health  
2 Administrator may approve compassionate leave. In the event of more than one  
3 compassionate incident occurring in the same fiscal year, and upon request by the nurse, the  
4 Health Administrator may grant additional paid compassionate leave.

5  
6 **Section 12.5 Witness or Jury Duty.** When a nurse is called for jury duty, or is subpoenaed  
7 as a witness due to one's employment with the county, she/he shall continue to receive  
8 his/her regular salary and shall transfer all compensation received for the performance of  
9 such duty to the County. Jury and subpoena fees are to be submitted to the Finance  
10 Department. Overnight or weekend expenses compensated because of jury duty or as a  
11 subpoenaed witness, as well as statutory mileage fees provided for the use of the nurse's  
12 private vehicle, shall be retained by the nurse. Failure to comply with this Section shall be  
13 cause for disciplinary action.

14  
15 **Section 12.6 Military.** A nurse who is a member of the National Guard or a reserve  
16 component of the armed forces for the United States shall be entitled to a leave of absence  
17 with pay and without impairment of other rights or benefits for a period not to exceed fifteen  
18 (15) calendar days per year. Leaves in excess of fifteen (15) calendar days per year shall be  
19 considered leave without pay. Military leaves of absence and reinstatement of employment  
20 shall conform to applicable state and federal statutes.

21  
22 **Section 12.7 Seniority During Leave.** With the exception of military leave as referenced in  
23 12.6, any nurse granted a leave of absence pursuant to this Article shall maintain his/her  
24 existing seniority, however, nurses will not accrue seniority during any leave without pay.

25  
26 **Section 12.8 Education Leave.** After completing two (2) years of continuous service, a  
27 nurse upon written request, may be granted a leave of absence without pay by the Health  
28 Administrator, with approval by Human Resources, for the purpose of upgrading  
29 professional abilities through enrollment in educational courses at an accredited school or  
30 by participating in informal educational opportunities. The period of such leave of absence  
31 shall not exceed one (1) year. Requests for extensions beyond the initial time period may  
32 be considered, but are not guaranteed. One (1) year's leave of absence for formal or  
33 informal educational purposes will not be provided more than once in any three (3) year  
34 period.

1 Educational opportunities would include, but not be limited to learning and educational  
2 experiences designed to improve or upgrade the nurse's skills or professional ability. The  
3 County shall make every reasonable effort to give interested nurses an opportunity to  
4 participate in educational opportunities.

5

6 The Health Administrator will consider the following when reviewing requests for  
7 educational leave:

- 8 1. Completion of two (2) years of continuous service with Benton County;
- 9 2. Review of the plan for covering the nurse's responsibilities during the leave. A plan  
10 would be developed collaboratively by the nurse and his/her immediate supervisor. The  
11 plan will identify options for coverage;
- 12 3. Relevancy of the educational opportunity to the nurse's career goals and to the mission  
13 of the Department;
- 14 4. If applicable, County's ability to meet contract obligations by securing qualified  
15 replacement staff.

16

17 In order to be granted leave for an educational opportunity, the nurse must submit his/her  
18 request in writing to the Health Administrator and to Human Resources at least sixty (60)  
19 days prior to the anticipated date of departure. The request should include the following  
20 information as well as any other information the nurse feels is pertinent:

- 21 1. The educational opportunity including anticipated date of departure and estimated  
22 duration of leave; and
- 23 2. The objectives and purpose of the opportunity; and its relevancy to the nurse's career  
24 goals and to the mission of the Department; and
- 25 3. The benefits to the nurse and the Department to be derived from the opportunity.

26

27 **Section 12.9 Professional Leave.** (Moved to Article 15 – Professional Development)

28

29 **Section 12.9 Conditions of Educational Leave.** The County shall require that each nurse  
30 attending a pre-approved educational program for ten (10) or more consecutive working days  
31 at County expense, sign a contract guaranteeing his/her continued employment with the  
32 County for one (1) year following his/her attendance, or the nurse will reimburse the County  
33 for expenses, including salary, in relation to said leave on a prorated basis if voluntary  
34 termination occurs within that one year period. Should the nurse be involuntarily terminated

1 within that one (1) -year period, the nurse will not be responsible for reimbursing the County  
2 for any expenses.

3  
4 **Section 12.10 Post Leave, Return to Work.** Any nurse who has been granted a leave of  
5 absence and who, for any reason, fails to return to work at the expiration of said leave of  
6 absence, shall be considered as having resigned their position with the County, unless the  
7 nurse, prior to the expiration of said leave of absence, has made application for and has been  
8 granted an extension to said leave, or has furnished evidence of inability to return to work by  
9 reason of illness or injury. Any nurse returning from a leave of absence shall be entitled to  
10 reinstatement to his/her former position with no loss of seniority or other benefits except that  
11 such benefits shall not accrue during the leave of absence.

## 12 13 **ARTICLE 13 WAGES AND SALARIES**

14  
15 **Section 13.1 The Total Compensation Package.** This contract represents a Total  
16 Compensation Package including adjustments in PERS, Long Term Disability, sick leave  
17 donation and conversion programs, retiree benefit programs, medical and dental insurance  
18 costs and cost of living adjustments (COLA).

19  
20 **Section 13.2 Wages.** Effective July 1, 2009, a one percent (1%) across-the-board increase  
21 will be applied to the ONA salary schedule with the exception of the new salary grade for  
22 Family Nurse Practitioners.

23  
24 Effective July 1, 2010 a one percent (1%) across the board increase will be applied to all  
25 salary grades on the ONA salary schedule.

26  
27 For the third (3<sup>rd</sup>) and forth (4<sup>th</sup>) year of this agreement the County and Association agree to  
28 bargain wages, health benefits and one (1) additional issue from each party.

### 29 30 **Section 13.3 Family Practice Nurse Practitioners.**

31 Effective July 1, 2009, The Family Practice Nurse Practitioners pay will be increased by ten  
32 percent (10%) at the first step of the July 1, 2008 salary schedule with increases of 5%  
33 between each consecutive step.

1 The existing Family Practice Nurse Practitioners will move to the closest wage step to their  
2 existing salary with out the loss of income on July 1, 2009. Nurses will move to the next step  
3 in the new salary grade on their anniversary date.

4

5 The Family Practice Nurse Practitioner is a new classification with an overtime exempt status  
6 and will continue to be a member of the ONA bargaining unit.

7

8 A new job description will be provided to ONA within thirty (30) days of the ratification of this  
9 agreement.

10

11 **Section 13.4 School Nurses.** Effective at the beginning of the 2010-11 school year, a  
12 school nurse may elect to annualize their pay and benefits and will be paid on the basis of  
13 twenty four (24) equal payments. An election may be made not more than once each year by  
14 written notice to the County by March 1. Once an election is made it will be in effect and  
15 remain year-to-year thereafter. An election change for the succeeding school year must be  
16 made no later than March 1.

17

18 **Section 13. 5 Step Increases.** Upon completion of the probationary period, nurses shall  
19 receive a step increase from their initial hire step to the next step in their position's salary  
20 range. Six (6) months thereafter, the nurse will become eligible for an additional step in  
21 his/her position's salary range.

22

23 If work performance is evaluated as satisfactory, this step increase will be granted, and  
24 subsequent step increases will be granted annually until the nurse reaches the top step of  
25 his/her position's salary range. For purposes of annual step increases, the anniversary date  
26 of employment for each nurse shall be adjusted to the first day of the month in which she/he  
27 was hired or promoted.

28

29 If a nurse's work performance is deemed to be unsatisfactory, at least ninety (90) days prior  
30 to a nurse's step date the supervisor shall counsel the nurse. The supervisor and nurse will  
31 develop a workplan, which will contain objective standards that the nurse must meet over the  
32 next ninety (90) days in order to bring his/her performance to a satisfactory level. The  
33 workplan will specify regular meetings between the nurse and supervisor to monitor progress.  
34 If the nurse's performance becomes satisfactory within ninety (90) days, he/she will be

1 granted the step increase. If the nurse's work performance remains unsatisfactory, the  
2 County may deny the nurse a step increase.

3  
4 **Section 13.6 Pay Periods.** Paydays for all nurses shall be twice a month. One (1) payday  
5 shall be on the last day of the month (except for weekends) and the second (2<sup>nd</sup>) payday  
6 shall be on or about the fifteenth (15<sup>th</sup>) of each month. All payroll deductions shall be  
7 spread equitably between the two (2) checks. Those nurses wishing to have access to pay  
8 only once a month may have one check per month held for them in the Finance Division  
9 upon request.

10  
11 **Section 13.7 Career Recognition.** Effective July 1, 2004, on the fifteenth (15<sup>th</sup>) year  
12 anniversary of continuous service, the nurse shall receive a one-time career recognition  
13 payment of \$500. On the twentieth (20<sup>th</sup>) year anniversary of continuous service, the nurse  
14 shall receive a one (1) -time career recognition payment of \$500.

15  
16 At the initial implementation of this section, July 1, 2004, nurses who have twenty (20) or  
17 more years of continuous service shall receive a one-time payment of \$1,000 in recognition  
18 of having completed both fifteen (15) and twenty (20)-year anniversaries of service.

## 19 20 **ARTICLE 14 HEALTH AND WELFARE**

21  
22 **Section 14.1 Medical/Vision/Dental.** Subject to the provisions of this Article, the County  
23 shall provide and maintain medical insurance, which includes vision insurance coverage  
24 and dental insurance coverage. These plans will be substantially equivalent to those in  
25 effect for each employee and his/her family as of the effective date of this contract. If a  
26 substantially equivalent plan is not available, as determined by mutual agreement of the  
27 parties, then the issue shall be referred to the Benefits & Wellness Committee. The  
28 Committee shall make a recommendation to the Union and the County for ratification. In  
29 addition, the County and Union agree to a re-opener of section 14.1 if State or National  
30 health care legislation makes major changes to the economics of healthcare. The Benefit  
31 and Wellness Committee will monitor these trends and determine if a re-opener is  
32 necessary. The Benefit and Wellness committee will make this decision by consensus and  
33 the issue will be given back to the negotiating teams.

1 The County shall provide medical insurance coverage by a Preferred Provider Plan known as  
2 the Traditional Plan. The County shall provide a preferred provider Dental Plan that is  
3 substantially equivalent to the plans in effect for each employee and his/her family as of the  
4 effective date of this contract.

5

6 The County shall also provide a high deductible health plan option with a health savings  
7 account. For the 2009-10 plan year, the County shall contribution fifty percent (50%) of the  
8 deductible in to an employee's health savings account based on the eligibility requirements  
9 determined by the IRS. For 2009-10, the County will pay the monthly premium for full-time  
10 employees not to exceed the monthly premium for the Traditional Plan. Monthly premiums  
11 will be prorated for part-time employees as noted below.

12

13 The County will pay ninety percent (90%) and the employee will pay ten percent (10%) of the  
14 Traditional medical plan and the preferred provider dental plan, which shall establish the  
15 amount the County pays toward the lower cost plans. Part-time employee's insurance costs  
16 will be prorated by FTE with no employee paying more than thirty percent (30%) of the  
17 premium.

18

19 The County and the Union agree to bargain health insurance benefits to apply from July 1,  
20 2011 through June 30, 2013. Negotiations shall be in accordance with ORS 243.712 through  
21 243.726 and in exception to Article 6 of the Agreement.

22

23 **Section 14.2 Life Insurance.** The County agrees to provide term life insurance coverage in  
24 the amount of \$10,000 per nurse, plus an accidental death and dismemberment rider in the  
25 amount of \$100,000.00. Costs shall be prorated in direct proportion to the nurse's established  
26 FTE.

27

28 **Section 14.3 Long Term Disability Insurance.** The County agrees to provide long term  
29 disability insurance coverage to members of the bargaining unit, with a maximum monthly  
30 benefit of 66.67% of actual salary. Eligibility for benefit payments shall be subject to rules  
31 established by the vendor. As an example, such rules normally include a ninety-day (90)  
32 elimination period and coordination of other income sources in determining the maximum  
33 monthly benefit. Costs shall be prorated in direct proportion to the nurse's established FTE.

34

1 **Section 14.4 Dependent Medical Insurance Continuation.** Dependent(s) of a regular  
2 Benton County nurse who dies during the term of his/her employment may continue under  
3 the County's medical and dental plans for the term authorized under the Federal  
4 Consolidated Omnibus Budget Reconciliation Act (COBRA). If the dependent(s) choose to  
5 continue under the County's medical/dental plans pursuant to COBRA regulations, the  
6 County will pay the first six months premium costs for the plans. Thereafter, the dependent(s)  
7 shall be required to pay the premium as mandated by COBRA.

8

9 **Section 14.5 Deferred Compensation Plan.** The County will make available to bargaining  
10 unit members an approved deferred compensation plan(s). Eligibility for membership and  
11 regulations governing participation will follow all IRS regulations and all appropriate state and  
12 federal statutes.

13

14 **Section 14.6 Physical Examination.** If physical examinations are required for the nurse's  
15 continuing employment, the County shall provide that such physical examinations may be  
16 obtained without cost to the nurse. A Tuberculin Skin Test and Serological Examination may  
17 be arranged on a yearly basis. Immunizations will be provided as needed. In all cases, the  
18 Health Administrator shall select the Physician, Nurse Practitioner, Hospital, or Lab to be  
19 utilized.

20

21 **Section 14.7 Retirement Health and Dental Insurance.** The medical and dental insurance  
22 retirement benefit shall be available only to employees hired prior to July 2, 2005. ONA  
23 nurses employed prior to that date will be grandfathered and eligible for the benefit as  
24 described below.

25

26 The County shall provide funds for the purchase of medical insurance and access to dental  
27 insurance to qualified retirees as follows:

28

29 1. Only regular nurses shall be eligible for benefits in accordance with this Section.  
30 Regular part-time nurses who work at least .5 FTE (20 hours or more per week)  
31 shall be eligible for pro-rated benefits according to their position's established FTE,  
32 provided that the part-time nurse pay the difference.

33

34 2. On the day of retirement, the retiree must have completed a minimum of fifteen (15)

1 continuous years of employment with Benton County and be at least fifty-eight (58)  
2 years of age.

3

4 3. On the day of retirement, the retiree must be fully eligible for and either receiving or  
5 have applied for retirement benefits from the Public Employee Retirement System  
6 (PERS).

7

8 4. Coverage shall be limited to the nurse and spouse.

9

10 5. The coverage period may begin at any time after retirement in accordance with the  
11 provisions in 14.7(8) up to Medicare eligibility, or for seven (7) continuous years,  
12 whichever comes first.

13

14 6. The County's share of insurance premiums shall be fixed according to premium  
15 rates, which are current on the day of retirement. In order to qualify for this benefit,  
16 the retiree must secure medical insurance from outside the County's existing  
17 medical plan (i.e. Portability, PERS, etc.). The County will reimburse retirees for  
18 their payment of outside insurance, up to set limits as set forth in Section 14.7(8)  
19 upon submission of proof of payment for medical insurance. Premium increases  
20 occurring during retirement shall be the responsibility of the retiree.

21

22 7. The County's share of the dental insurance premium shall be fixed according to dental  
23 premium rates, which are current on the day of retirement. This payment shall be  
24 used for coverage under the current County dental plan according to limits set forth in  
25 Section 14.7(8). Dental premium increases occurring during retirement shall be the  
26 responsibility of the retiree. Failure to pay required dental premiums on time shall  
27 result in canceling dental insurance coverage. Reinstatement, if possible, shall follow  
28 established Finance Department and vendor rules.

29 8. The County shall pay insurance premiums at the completion of the following years of  
30 service:

31 15 through 19 years 25% of premium cost

32 20 through 24 years 50% of premium cost

1                   25 through 29 years of service           75% of premium cost  
 2                   30 or more years of service           100% of premium cost

3

4   9.     The Finance Department shall administer this program and shall establish dates when  
 5           premiums shall be paid and when reimbursements will be made.

6

7   **Section 14.8 Retirement Health Savings Plan.**   Effective July 1, 2010, employees who  
 8   are not eligible for retirement medical benefits in accordance with Section 14.7 and who  
 9   were hired after July 2, 2005, shall be eligible to receive Retirement Health Savings Plan  
 10   (RHSP) benefits. The County shall make monthly deposits in the RHSP for each eligible  
 11   employee according to the following schedule based on years of completed continuous  
 12   services (starting with the beginning of the 4<sup>th</sup> year of service):

13

Years of Service	Pay Period Payments	Yearly Payments
4 to 5	\$21	\$504
6 to 10	\$42	\$1,008
11 to 15	\$63	\$1,512
16 to 19	\$84	\$2,016
20 plus	\$105	\$2,520

14

15   For initial implementation of this benefit, Benton County Human Resources will provide  
 16   informational meetings and enroll eligible nurses in June 2010. During this same period,  
 17   nurses grandfathered under section 14.7 will have a one time opportunity to elect the  
 18   Retirement Health Savings Plan benefit in lieu of the Retirement Health and Dental  
 19   Insurance described in 14.7.

20

21   After the initial implementation of this benefit, newly eligible employees will be enrolled  
 22   upon completion of the years of service requirement. Should an eligible employee fail to  
 23   complete the enrollment paperwork for the RHSP benefit the County shall invest payments  
 24   on his or her behalf in the Money Market Fund. The employee may change the portfolio  
 25   investments in accordance with the provider's policies.

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**Article 15 Professional Development** (Moved from Article 12.9)

Nurses are responsible for maintaining required licensure and certifications. Health Department Director/Health Center Director may grant time off with pay and other related costs, such as registration, per diem, lodging, and mileage, to allow nurses to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature which are intended to improve or upgrade specific nursing skills. The Health Department Director/Health Center Director will grant time off with pay when the improvement or upgrading of a specific nursing skill is required. The Health Department Director/Health Center Director will approve other related costs when s/he requires such training. In all cases, the County shall only be obligated to pay for training that is pre-approved and authorized.

The County will pay the nurse for costs associated with the professional leave approved by the Health Department Director/Health Center Director. Travel time will be counted as work time for a nurse attending an approved professional conference of one (1) -day duration or less whenever travel occurs on the same day as the conference. When a nurse attends an approved multi-day conference, travel time will count as work time when s/he is the driver of the vehicle or when the nurse is a passenger in a vehicle traveling during the passenger nurse's regular work hours. Travel time does not count as work time for passengers in a vehicle driving to or from an approved multi-day conference outside of regular work hours.

Travel arrangement to a conference will be determined between the nurse and supervisor with consideration to travel costs, time and safety.

On at least a semi-annual basis, each nurse will meet with her/his program manager to review the budget for professional leave. The parties will discuss how to allocate budget resources to meet the needs of the agency, to maintain a high level of professionalism, to review requests for professional leave, and to evaluate professional leave classes taken.

**ARTICLE 16 PROBATIONARY PERIOD**

**Section 16.1 Definition.** All nurses newly hired or promoted into a position covered by this agreement shall be considered probationary until they complete a probationary period. The

1 probationary period for full-time regular nurses is defined as six months of trial service from  
2 the date of hire during which the nurse serves at the pleasure of the Health Administrator and  
3 may be discharged without just cause. For crediting benefits, off-probation dates are  
4 established as the first day of the next pay period following the completion of minimum  
5 probation service.

6

7 If, during the trial service period, the nurse is absent on an approved leave without pay for two  
8 (2) continuous calendar weeks or more, the probationary period will be extended by the  
9 length of the leave without pay.

10

11 **Section 16.2 Temporary Service Credit.** Whenever a nurse who has been serving in a  
12 temporary position is appointed to a regular position in the bargaining unit in the same  
13 department in which the temporary position was situated, and the regular position is of the  
14 same or equivalent classification, one-half (1/2) of the time served in that temporary position,  
15 up to but not more than three (3) months, shall be deducted from the nurse's probationary  
16 period. In order to qualify pursuant to this Section, the temporary service must have been  
17 continuous. The nurse shall be granted vacation leave pursuant to Article X, Section 1 of this  
18 agreement based upon his/her date of hire into a regular position in the bargaining unit. The  
19 intent of the parties is that nurses serving a modified probationary period will receive a  
20 reduced vacation leave accrual at the end of their reduced probationary period.

21

22 **Section 16.3 Promotional Probation Period.** A nurse serving a promotional probationary  
23 period shall be eligible for reinstatement to the same or equal position previously held if s/he is  
24 deemed by the County to be unsatisfactory in the promoted position. If the nurse occupying the  
25 position to which the promoted nurse is returning is post-probationary, he/she shall be placed  
26 on lay-off pursuant to Article 16, Section 4.

27

## 28 **ARTICLE 17 SENIORITY**

29

30 **Section 17.1 Definition.** The seniority unit shall be the bargaining unit and defined as the  
31 total hours of service within the ONA bargaining unit.

32

33 **Section 17.2 Acquisition of Seniority.** A nurse shall acquire seniority at the end of his/her  
34 probationary period. The nurse's seniority will date back to the date of hire as a regular

1 bargaining unit nurse. When a nurse acquires seniority, his/her name will be placed on the  
2 seniority list indicating hours of service within his/her job classification, department, and  
3 County, in the order of his/her seniority.

4

5 **Section 17.3 Seniority List Posting.** The Health Department shall maintain and post a  
6 current seniority list in accordance with the requirements of Section 2. Such list shall be  
7 updated at least quarterly. In case of dispute, official records shall be those maintained in the  
8 Human Resources Department.

9

10 **Section 17.4 Definition of Lay-Off.** A layoff is defined as:

11

12 1. Any involuntary separation of a regular nurse from the County due to the elimination of  
13 a position.

14

15 2. Any involuntary change in employment category.

16

17 3. Refusal of nurse to accept mandatory increase in hours.

18

19 4. Any involuntary reduction of hours.

20

21 **Section 17.5 Lay-Off.** Should it become necessary for the County to lay off one or more  
22 nurse, the County shall determine the specific positions eliminated and shall give each  
23 affected nurse(s) and the Association a minimum of six (6) weeks notice. Reductions in the  
24 work force will occur in the following order:

25

26 1. Nurses within the affected classification and department may volunteer for lay off.

27

2. Temporary nurses;

28

3. Intermittent (On-Call) nurses;

29

4. Limited Part-time nurses;

30

5. Probationary nurses;

31

6. Limited Duration nurses;

32

7. Regular and seasonal nurses in inverse order of seniority within the affected

33

classification.

34

1 For the purposes of layoff, regular full-time, regular part-time and seasonal positions are  
2 treated together. A nurse who is laid off may bump within the nurse's classification, the least  
3 senior nurse from the position for which s/he is qualified according to the following criteria:

4

- 5 1. meets the minimum requirement for the job classification; and
- 6 2. is able to perform the work of that classification without extensive training in a service-  
7 specific essential job skill. Eighty (80) hours of orientation will be provided to the nurse  
8 for the new position.

9

10 The bumped nurse may bump any nurse in accordance with the above provisions.

11

12 Extensive is defined as training requirements sufficient to legitimately deny bumping such as  
13 a certification or formal recognition of a service-specific essential job skill the absence of  
14 which would prevent the nurse from performing that service.

15

16 Nurses who receive layoff notice will notify the County of their intent to exercise bumping  
17 rights within two (2) weeks of the notice.

18

19 **Section 17.6 Recall.** A nurse who is laid off shall be placed on a recall list for a period of  
20 eighteen (18) months. If there is a recall, nurses will be recalled in the inverse order of lay-off,  
21 provided they are qualified at the time of the recall to perform the work in the job classification  
22 to which they are recalled without extensive training. A recalled nurse shall be notified by first  
23 class mail, and shall be given ten (10) working days from the date of the mailing of the notice  
24 in which to report for work. Official records of the mailing of notices are those maintained in  
25 the Human Resources Department. It shall be the nurse's absolute and complete  
26 responsibility to maintain his/her current address with the Benton County Human Resources  
27 Department. Eighty (80) hours of orientation shall not be considered training pursuant to this  
28 Section.

29

30 **Section 17.7 Scheduling.** Seniority will be considered in the assignment of shifts, days and  
31 hours of work, and will be given preference so long as departmental efficiencies are not  
32 adversely affected.

33

34 **Section 17.8 Filling of Vacancies.** Whenever the County seeks to fill a vacancy within the

1 bargaining unit, the County shall, at least ten (10) working days before the filling of the  
2 vacancy, post notice with the job description, qualifications and requirements of the vacancy  
3 on the departmental bulletin board and provide notice to the Association. The County may  
4 close a specific recruitment to an intra-departmental promotion, thus limiting application to  
5 current departmental staff. If the promotional recruitment fails, a general recruitment will  
6 follow. If more than one (1) qualified ONA nurse applies for the position, the County shall  
7 provide preference to the nurse with the greatest seniority, provided that all other objective  
8 merit factors are equal.

9

10 **Section 17.9 Seniority During Periods of Disability.** Nurses who are on disability leave and  
11 are receiving income from non-County sources, shall not accrue seniority hours.

12

13 **Section 17.10 Continuous Service.** A nurse's continuous service seniority shall be  
14 considered broken by voluntary resignation, discharge for just cause, retirement, and lay-off  
15 in excess of eighteen (18) months.

16

17 Seniority shall not accrue during any period of leave without pay.

18

19 **ARTICLE 18 CLASSIFICATION**

20

21 **Section 18.1 Reclassification Request.** Reclassification requests may be initiated by the  
22 Union or a member of the bargaining unit who believes that the duties, responsibilities,  
23 and/or required skills of the job s/he is performing do not accurately reflect the  
24 classification to which s/he is assigned. The request will be forwarded to the Department  
25 Head for review. The Department Head's review and recommendation will be forwarded to  
26 Human Resources within thirty (30) calendar days following receipt of the request.

27

28 Human Resources shall send the Union notice of all requests for reclassification  
29 evaluations of its members within ten (10) working days of receipt of the request.

30

31 Human Resources will have six (6) weeks to review the request. Human Resources will  
32 forward approved request to the Board of Commissioners. The Board will take action on  
33 the request within two (2) weeks.

34

1 If the reclassification is approved, the new pay rate will be effective at the start of the pay  
2 period following receipt of the request in Human Resources.

3

4 If a reclassification request is approved, but it is determined the position will not be  
5 upgraded, the higher-level duties will be removed. The nurse will receive a lump sum  
6 payment for the difference between their current salary and the approved salary rate for the  
7 time period, as referenced in the proceeding paragraph, to the date the duties are  
8 removed.

9

10 If the reclassification request is denied, the nurse or the Union may appeal at step 3 of the  
11 grievance procedure.

12

13 **Section 18.2 New Classification.** If the County establishes a new classification, or materially  
14 revises an existing classification of a position within the bargaining unit, the County shall  
15 provide the Association with a copy of the new job description and salary range within ten  
16 (10) working days following final approval by the Board of Commissioners. Within ten (10)  
17 working days following notice to the Association, the Association shall have the right to initiate  
18 discussions limited to the salary range assigned to the new classification. If discussions have  
19 not been initiated by the Association pursuant to the notice period herein, the salary range so  
20 assigned shall be deemed approved. Any adjustment to the pay rate shall be retroactive to  
21 the date the new classification was approved by the Board of Commissioners or when  
22 implemented by the Health Administrator, whichever occurs later.

23

24 **Section 18.3 Nurse Reclassification Downward.** Nurses subject to reclassification, which  
25 results in the reduction of salary, shall be red circled at his/her current wage for at least  
26 ninety (90) days. The nurse has forty-two (42) calendar days from receipt of notice of the  
27 reclassification to opt for lay off as set forth in Article 16, Seniority. If the nurse does not  
28 exercise this option, he/she will be placed on the highest step in his/her new range at the  
29 closest to his/her previous salary, at the end of the ninety (90)-day period.

30

31 The nurse retains recall rights to the prior classification as long as he/she is employed with  
32 no break in service. If the nurse turns down a recall notice according to Section 16.5,  
33 he/she will forfeit his/her right to recall.

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**Section 18.4 Working Out of Classification.**

- A. A nurse assigned the major duties and responsibilities of a higher paid position shall receive compensation at Step 1 of the higher classification, or a one (1)-step increase in his/her regular classification, whichever is greater, provided such assignment is designated by the Health Administrator in writing, and providing that the assignment is planned to extend, or actually extends, for more than ten (10) continuous working days.
- B. The Health Administrator will designate acting in capacity assignments in writing.
- C. This Section shall not apply to a nurse working in a job-related training program that has been mutually agreed to by the County and the nurse.

**Section 18.5 Classification Not Guaranteed.** Classifications and/or job titles used in the County's pay system are for descriptive purposes only. Their use is neither an indication of nor a guarantee that these classifications and/or titles will continue to be utilized by the County in the future.

**ARTICLE 19 SAFETY**

**Section 19.1 Safety Rules Generally.** Nurses shall comply with all Countywide and departmental safety rules that are in force and effect on the date of the signing of this agreement, or may thereafter become effective during the term of this agreement. Nurses shall report all unsafe acts or conditions to his/her supervisor when such acts or conditions occur.

No nurse shall be expected to operate any equipment or to perform any work assignment that would cause his/her imminent danger, and would reasonably be considered to be unsafe by a normally prudent person. The County shall inform all members of the bargaining unit of all of the safety rules and procedures that applies to their positions.

1 **ARTICLE 20 RETIREMENT PROGRAM**

2

3 **Section 20.1 Program Definition.** During the term of this agreement, the County shall  
4 continue to participate in the Public Employee's Retirement System (PERS) and shall pick-up,  
5 assume and pay the employer's and the nurse's contribution to PERS for members of the  
6 bargaining unit participating in PERS.

7

8 The full amount of nurse contributions picked-up or paid by Benton County on behalf of  
9 members of the bargaining unit shall be considered salary within the meaning of ORS  
10 238.005(11) for the purposes of computing a nurse final average salary pursuant to ORS  
11 238.005(15), but shall not be considered salary for the purposes of determining the amount of  
12 nurse contributions required to be contributed pursuant to ORS 238.200. Such picked-up and  
13 paid nurse contributions shall be credited to the nurse accounts pursuant to ORS 238.200 (2),  
14 and shall be considered to be nurse contributions for the purposes of ORS Chapter 238.

15

16 In the event the laws controlling the above pick-up agreement are scheduled to change in  
17 the future, the parties agree to bargain before implementation, upon request, for the  
18 protection of the rights and obligations set forth in this section.

19

20 **ARTICLE 21 NURSE DISCIPLINE**

21

22 **Section 21.1 Progressive and Corrective Discipline.** The County agrees with the tenets  
23 of progressive and corrective discipline, when appropriate. Progressive discipline will  
24 normally start with an oral reprimand. An Oral Reprimand is defined as a corrective action,  
25 which will result in a written record to the nurse's Personnel file. The County shall neither  
26 discipline nor discharge post-probationary nurses without just cause. Pursuant to this  
27 Section, just cause means, but is not limited to:

28

29 An action or failure to act as it relates to a nurse's performance of assigned  
30 duties or conduct that is in violation of regulations or written policy. When  
31 establishing just cause, the County shall ensure due process, fairness and  
32 consistency.

33

1 **Section 21.2 Removal of Discipline.** Reprimands placed in a nurse's personnel file will be  
2 removed after three (3) years when requested by the nurse, provided that there has been no  
3 recurrence of the type or kind of conduct, giving rise to the reprimand. In the event the nurse  
4 fails to request removal in a timely manner, no reprimand may be considered after three (3)  
5 years if it qualifies for removal, and shall be removed when discovered. No written record of  
6 disciplinary action shall be deemed official unless it is date stamped by Human Resources,  
7 included in the nurse's personnel file, which is maintained in Human Resources, and in  
8 accordance with Article 21, Section 1.

9

10 Both parties acknowledge that letters of reprimand appropriately removed from the  
11 personnel file under this article shall be maintained by the County and only used by the  
12 County to defend itself in a judicial or administrative action or complaint, which includes a  
13 grievance filed by an employee or the union.

14

15 **Section 21.3 Administration of Discipline.** Discipline will be administered in such a manner  
16 so as not to embarrass the nurse in front of other nurses or the public. In addition, nurses will  
17 be notified of an investigation when it could lead to their discipline within ten (10) working  
18 days of the knowledge of an occurrence or circumstance(s) which could give rise to  
19 discipline. Discipline includes, but is not limited to, oral reprimands, written reprimands,  
20 suspensions and discharge.

21

22 **Section 21.4 Presence of Shop Steward.** The County acknowledges the right of a nurse to  
23 have an Association Steward present during any disciplinary process. If the purpose of an  
24 interview is reasonably anticipated to relate to a disciplinary matter, the nurse shall be so  
25 advised before the interview and provided a reasonable period of time to obtain Association  
26 or other representative, if s/he desires.

27

28 **Section 21.5 Notice to Association.** When any written disciplinary action is received by the  
29 Human Resources Department that affects any member of the bargaining unit, a copy will be  
30 forwarded to the Association within three (3) working days of receipt thereof, unless the  
31 affected nurse specifically objects.

32

33 **Section 21.6 Administrative Leave Time Limits.** The timeframe for Administrative Leave  
34 should be justified by the complexity of the investigation. The County will update the nurse

1 regarding the progress of the investigation at least twice a month. Investigation shall not  
2 exceed thirty (30) days without communication to the nurse and his/her Association  
3 representative of the specific circumstances of an extension.

4

5 **ARTICLE 22 MISCELLANEOUS PROVISIONS**

6

7 **Section 22.1 Personnel File.** No disciplinary or corrective information of any kind  
8 whatsoever, shall be deemed official, or usable against any nurse unless it has been  
9 received in Human Resources, date stamped, bears the signature of the nurse, and is  
10 included as part of the nurse's official personnel file.

11

12 The nurse's signature only confirms having received a copy of the material but does not  
13 indicate agreement or disagreement. In the event the nurse refuses to sign it, the County  
14 may place the document in the file, provided it is signed by two (2) management or  
15 supervisory nurses and mailed to the nurse's address of record.

16

17 **Section 22.2 Job Sharing.** Job sharing, which is the sharing of an authorized full-time  
18 position by two nurses, may be allowed at the discretion of the County with notice to the  
19 Association. Both nurses shall agree in writing to the conditions of the sharing as determined  
20 by the County. The position may revert to its previous status at the discretion of the County, if  
21 one (1) of the persons sharing the position is no longer employed in the position, or if the  
22 sharing is deemed unsatisfactory by the County. A job-share shall not be implemented unless  
23 approved in writing by the Human Resources Manager.

24

25 **Section 22.3 Mileage Pay.** Nurses who are required to use their personal vehicle in the  
26 performance of their duties as a nurse for Benton County shall be paid at the rate approved  
27 by the Board of Commissioners and noted in the Personnel Policies. Odometer records must  
28 be included with reimbursement requests, and private mileage shall be authorized in advance  
29 by the Health Administrator. In all cases, mileage reimbursements shall be measured from  
30 the nurse's work site to the assigned duties and return to the work site. Future adjustments  
31 shall apply when approved by the Board of Commissioners.

32

33 **Section 22.4 Contract Work.** During the term of this agreement, the County shall not  
34 contract or sub-contract public work now performed by nurses covered under this agreement

1 which would result in the loss of employment of a member of the bargaining unit, provided  
2 that such public work is being accomplished in the most efficient and cost effective manner  
3 available to Benton County.

4  
5 **Section 22.5 Negotiations.** The County agrees to pay two (2) Association members their  
6 regular pay for periods of contract negotiations which occur during their working hours and  
7 during the County business day of 8:00am through 5:00pm. No regular pay or overtime pay  
8 shall apply to periods of negotiations occurring outside of the business day or outside of the  
9 nurse's working hours.

10  
11 **Section 22.6 FTE Modification.** When a position's established FTE is temporarily changed  
12 (increased or decreased) for a period of ten (10) consecutive working days or longer, all  
13 appropriate benefits shall be pro-rated in conformance with the changed FTE on the first day  
14 of the month following the change.

15  
16 **Section 22.7 Health Benefits Committee.** Labor and Management will partner to provide  
17 oversight and guidance to the Board of Commissioners and the Bargaining Units regarding  
18 health care benefits and related wellness programs. The Benton County Health Benefits  
19 and Wellness Committee shall, at all times, consist of at least one (1) ONA member,  
20 chosen by the Bargaining Unit. The representative will be assigned by the Union Stewards.  
21 The representatives serving on this committee may attend committee meetings without loss  
22 of pay. The representatives shall have the opportunity to actively participate in committee  
23 discussions and have a vote in any decisions made by the committee. Should the  
24 committee cease to exist, an Ad Hoc Advisory Committee will be established to provide  
25 oversight and guidance to the Board of Commissioners and the Bargaining Units regarding  
26 health care benefit changes. The Committee will be responsible to obtain and review  
27 claims and usage data, and provide input to proposals and contracts relating to health  
28 care, wellness, or other related insurance programs.

29  
30 **Section 22.8 License Fees.** County will pay for the Drug Enforcement Administration  
31 (DEA) license when the County deems it advantageous for a Nurse Practitioner(s) position  
32 to have the license.

1 **Section 22.9 Fiscal Year.** Fiscal year is July 1<sup>st</sup> through June 30<sup>th</sup>. The year ends June 30<sup>th</sup>  
2 wherever fiscal year is referenced.

3  
4 **Section 22.10 Professional Development.** On at least a semi-annual basis, each nurse  
5 will meet with her/his program manager to review the budget for professional leave. The  
6 parties will discuss how to allocate budget resources to meet the needs of the agency, to  
7 maintain a high level of professionalism, to review requests for professional leave, and to  
8 evaluate professional leave classes taken.

9  
10 **ARTICLE 23 GRIEVANCE PROCEDURE**

11  
12 **Section 23.1 Grievance Definition.** A grievance is a dispute raised by a nurse or the  
13 Association, against the County and shall be limited in scope to the interpretation and/or the  
14 application of specific Articles, Sections, and provisions of this agreement. Unless otherwise  
15 designated by the Board of Commissioners, the Human Resources Manager shall serve as  
16 the Designee of the Board of Commissioners at Step 3 of this procedure. All matters relating  
17 to grievances shall be directed to him/her.

18  
19 **Section 23.2 Time Periods and Notice Stipulations.** Time limits established herein may be  
20 waived through the written mutual consent of the parties. However, absent the written  
21 consent of the parties, failure of the nurse or the Association to submit or prosecute a  
22 grievance in accordance with time and notice limits established herein, shall constitute  
23 abandonment of the grievance.

24  
25 Failure of the County to respond to a grievance within the time limits herein shall result in the  
26 Association having the absolute right to elevate the grievance within ten (10) working days to  
27 the next higher step in the grievance procedure. A grievance may be dismissed at any time,  
28 and at any step, upon receipt by the Designee of the Board of Commissioners of a signed  
29 statement from the aggrieved nurse and/or the Association, that the dispute has been  
30 resolved or withdrawn.

31  
32 All time periods in this Article are measured in full working days, on a five (5) day work week  
33 basis. Weekends, partial days, and designated County holidays are excluded.

34

1 **Section 23.3 Informal Discussion Permitted.** Nothing in this Article is intended to prohibit  
2 informal discussions relating to a potential grievance between the nurse and/or the  
3 Association and the immediate supervisor, provided that the time limits set forth in Section 2  
4 and Section 6 of this Article are adhered to.

5

6 **Section 23.4 Confidentiality.** All proceedings and evidence of any kind whatsoever that are  
7 related to grievances shall be considered exempt from public disclosure until the conclusion  
8 of the final grievance proceeding in Benton County.

9

10 **Section 23.5 Exclusive Remedy.** Grievances shall be commenced and processed  
11 according to provisions herein, which provisions the parties mutually acknowledge to be the  
12 exclusive and binding process for the resolution of disputes constituting grievances as herein  
13 defined.

14

15 **Section 23.6 Grievance Procedure.** The Association and County accept the following  
16 statement of principles:

17

- 18 • The Association and County have a mutual commitment to using a  
19 problem-solving approach in the resolution of grievances;
- 20
- 21 • Resolution of a grievance at the lowest possible level is always encouraged;
- 22
- 23 • Complete disclosure of information will be made at the lowest possible level;
- 24
- 25 • There shall be flexibility in the problem-solving process for resolution of a  
26 grievance at step 1.

27

28 A. Grievances at step 1.

29

- 30 1. A nurse, with or without Association representation, shall have five (5)  
31 working days from the date of occurrence of the circumstance(s) giving rise  
32 to a potential grievance, or from the date of the nurse's first knowledge of  
33 the occurrence, to informally discuss the problem or issue with his or her  
34 supervisor, to define the issue, and to resolve the issue if possible.

1           2.     A nurse or the Nurse's Association representative shall have fifteen (15)  
2                     working days from the date of occurrence of the circumstance(s) giving rise  
3                     to a potential grievance, or from the date of the nurse's first knowledge of  
4                     the occurrence, within which to file a written statement of the issues with the  
5                     nurse's immediate supervisor outside of the bargaining unit. A copy shall be  
6                     sent to Human Resources.

7  
8           3.     The supervisor shall respond in writing to the person filing the written  
9                     statement of the issues within ten (10) working days following receipt of the  
10                    written statement of the issues. This written response shall either deny the  
11                    grievance or acknowledge what step(s) will be taken to remedy the  
12                    grievance. A copy shall be sent to Human Resources.

13  
14          4.     If the nurse is satisfied with the supervisor's written response, the grievance  
15                     shall be deemed resolved without further action. If the nurse is not satisfied  
16                     with the supervisor's written response, the aggrieved nurse and/or the  
17                     Association may elevate the grievance to step 2.

18  
19          5.     Steps 1 and 2 may be combined by mutual consent of both the nurse and  
20                     his/her Association representative and both the nurse's supervisor and  
21                     Department Head.

22  
23          6.     An issue, which involves a property right (economic interest), shall not be  
24                     heard at step 1 but shall be elevated immediately to step 2.

25  
26    B.     Grievances at step 2

27  
28          1.     A grievance at step 2 shall be initiated by the filing of a written grievance  
29                     (see Appendix A, Grievance Form), the written statement of the issues, and  
30                     the response above, with the nurse's Department Head within ten (10)  
31                     working days following the nurse's or the Association representative's  
32                     receipt of the response to the written statement of the issues. A grievance  
33                     involving a property right shall not be heard at step 1, but shall be elevated  
34                     immediately to step 2, and shall be filed within ten (10) working days

1 following the occurrence of the circumstance(s) giving rise to the grievance,  
2 or the date the nurse first knew of the circumstance(s). A copy shall be sent  
3 to Human Resources  
4

5 2. An Association representative and/or the aggrieved nurse shall file the  
6 grievance at step 2. A copy shall be sent to Human Resources.  
7

8 3. All written grievances shall include the following information. Grievance  
9 filings that are deficient in one or more of the items noted in "a" through "f"  
10 below shall be returned to the person who filed the grievance to be  
11 conformed to these requirements, and the time period to file the grievance  
12 shall be extended by five (5) additional working days, beginning on the date  
13 the grievance is returned.  
14

15 a. The name and position of the nurse on whose behalf the grievance is  
16 brought.  
17

18 b. The date of the circumstances giving rise to the grievance, and the date  
19 the nurse had first knowledge thereof.  
20

21 c. A clear and concise statement of the grievance, including relevant facts  
22 which give a full and objective understanding of the nurse's grievance.  
23

24 d. The specific law, Article, Section, Statute, policy, or provision of this  
25 agreement alleged to have been violated. Ambiguous statements such  
26 as "any Article or Section, which may apply," shall not be considered in  
27 compliance with this Section.  
28

29 e. The remedy or relief sought by the nurse.  
30

31 f. The signature of the person submitting the grievance.  
32

33 4. The Department Head shall respond in writing to the person filing the  
34 grievance within ten (10) working days following receipt of the required

1 grievance documents, and the Department Head is encouraged to meet with  
2 the aggrieved nurse, Association representative, and supervisor to clarify the  
3 issues presented in the grievance. A copy shall be sent to Human  
4 Resources.

5  
6 5. If the aggrieved nurse is not satisfied with the Department Head's response,  
7 the aggrieved nurse and/or the Association representative may elevate the  
8 grievance to step 3.

9  
10 6. Steps 1 and 2 may be combined, by mutual consent of both the nurse and  
11 his/her Association representative and both the nurse's supervisor and  
12 Department Head.

13  
14 C. Grievance at step 3

15  
16 1. If the grievance is still unresolved, within ten (10) working days following the  
17 written response at Step 2, the aggrieved nurse and/or the Association may  
18 file the step 3 grievance with Human Resources. The parties, which shall  
19 include the grievant(s), an ONA Labor Relations Staff Representative, a  
20 Benton County ONA Representative, a Human Resources representative, and  
21 two other management representatives shall meet within twenty (20) working  
22 days to review the facts. The goal of this step is to achieve cost efficient and  
23 timely resolution through a problem-solving process, which could include a  
24 mediator by mutual agreement. Any cost for mediation will be shared equally  
25 by both parties.

26  
27 All available information concerning the grievance shall be provided by the  
28 Parties at the meeting and become the official record.

29  
30 2. In the event, the Parties are unable to reach a consensus regarding a  
31 resolution of the grievance or resolution is not reached at mediation, the  
32 matter may be referred to an arbitrator (step 4) by the Association for final  
33 determination. The Association shall give the County written notice of its

1 intent to refer the matter to arbitration within ten 10 working days of the last  
2 step 3 meeting or the last mediation session.

3  
4 D. Grievances at step 4

- 5  
6 1. Grievances unresolved at step 3 and/or mediation may be elevated to step 4.  
7  
8 2. Within ten (10) working days of the notice of intent to arbitrate, the Association  
9 shall request that a list of potential arbitrators from the Oregon State Conciliator  
10 within the nurse Relations Board be sent to the County and to the Association.  
11 Upon receipt, the parties shall contact each other to assure that both have  
12 received the list. Final selection shall be accomplished by the County and the  
13 Association alternately crossing off one (1) of the five (5) named arbitrators, until  
14 only (1) one remains. The party who strikes the first name shall be determined  
15 by the month the list of potential arbitrators is received. The County shall strike  
16 first in an odd numbered month and the Association shall strike first in an even  
17 numbered month. Before the striking process begins, either party may reject the  
18 entire list once and to request an alternate list from the Nurse Relation Board.  
19 The arbitrator shall be notified of his/her selection to arbitrate the disputed  
20 issues(s).  
21  
22 3. The decision of the arbitrator shall be final and binding on the parties, however  
23 the arbitrator shall not have authority to alter, modify, amend, vacate, or change  
24 any terms or conditions of this agreement, and his/her remedy must follow the  
25 contract, applicable law, statute, or policy raised in the grievance. This provision  
26 is not intended to prevent either party from any administrative or statutory relief  
27 they may otherwise have to appeal an arbitrator's award. The decision of the  
28 arbitrator shall be issued within thirty (30) days of the conclusion of the  
29 arbitration hearing.  
30  
31 4. Prior to the arbitration hearing, if either party discovers new information or  
32 evidence not previously considered at step 3 of this procedure, the parties shall  
33 share this information and/or evidence. If the introduction of this new information  
34 or evidence brings forth a reversal or change in the step 3 decision or facilitates

1 a settlement agreement between the parties prior to or during the arbitration, the  
2 parties will mutually bear any expenses related to the arbitrator's cancellation  
3 fee.

4  
5 5. Nothing in this Article is intended to prevent a mutually acceptable settlement  
6 prior to, or during the arbitration procedure.

7  
8 6. If arbitration is utilized, the cost of the arbitrator will be shared equally by both  
9 parties. Each party assumes the cost of presenting its own case.

10  
11 **Section 23.7 Absence from Work Station.** A Steward or Association officer who represents  
12 a grievant or the Association at a meeting or grievance hearing pursuant to this Article, shall  
13 be permitted to be present without loss of pay, following reasonable notice to the Health  
14 Administrator. One (1) Representational Steward or Association officer shall be permitted to  
15 be present without loss of pay.

16  
17 **ARTICLE 24 LABOR MANAGEMENT ADVISORY COMMITTEE (LMAC)**

18  
19 ONA agrees to participate in labor-management meetings on a Countywide basis. One (1)  
20 nurse will serve on the countywide LMAC.

21  
22 Issues specific to bargaining units represented in the Health Department will be considered  
23 through a department committee that will convene at least semi-annually.

24  
25 Because participation in the countywide LMAC is viewed as mutually desirable for the  
26 County and ONA, no person will be penalized for or benefit from participation in this group.  
27 Therefore, members of the countywide LMAC will not suffer loss of pay for time spent in  
28 conducting LMAC business during their regularly scheduled work shift nor will any member  
29 of the countywide LMAC receive pay for time spent conducting LMAC business outside  
30 their regularly scheduled work shift.

31  
32 **ARTICLE 25 SAVINGS CLAUSE**

33  
34 Should any Article, Section, or portion thereof of this agreement be held unlawful or

1 unenforceable by an opinion of the Attorney General of the State of Oregon, or by a Court of  
2 competent jurisdiction, or an Administrator Agency of the State of Oregon having jurisdiction  
3 over the subject matter, such decision shall apply only to the specific article, Section or  
4 portion thereof directly specified in the decision, statute, or rule. Upon the issuance of such  
5 decision, statute, or rule, the parties agree to meet and negotiate substitute provision(s)  
6 within ten (10) working days of receiving the notice of the decision, statute, or rule by the  
7 County. All other portions of this agreement, and the agreement as a whole, shall continue  
8 without interruption except those remaining provisions which are so essential and inseparable  
9 connected with and dependent upon the unlawful or unenforceable part that is apparent that  
10 such remaining provision(s) would not have been agreed to without such other parts and the  
11 remaining provisions, which, standing alone, are incomplete and incapable of being executed  
12 in accordance with the intent of this agreement.

13

14 **ARTICLE 26 TERM OF AGREEMENT**

15

16 **Section 26.1 Term of Agreement.** This agreement covers the period of July 1, 2009 through  
17 June 30, 2013. This agreement shall be effective as the date of execution but in no event  
18 before July 1, 2009, and shall remain in full force until June 30, 2013. This agreement shall  
19 then be automatically renewed from year to year, from the first day of July 2009, unless either  
20 party notifies the other not later than forty (40) calendar days prior to the termination date of  
21 this agreement that it wishes to initiate negotiations. In the event that such notice is given,  
22 negotiations shall begin not later than ten (10) calendar days following notification. This  
23 agreement may be amended at any time by the mutual agreement of the parties. All such  
24 agreement(s) shall be in writing and signed by the parties and/or their authorized  
25 representative(s).

26

27 **Section 26.2 Re-Opener.** Each party may open no more than one (1) issue during the term  
28 of this agreement. Negotiation re-openers shall begin no later than forty (40) days prior to  
29 the end of each fiscal year. The County and the Association agree to re-open the contract  
30 for wages and health insurance and one additional issue for contract years  
31 2011-12 and 2012-13.

32

33

1 IN WITNESS WHEREOF, the County and the Association have caused these presents to be  
2 executed in their respective names by their duly authorized representatives on this  
3 \_\_\_\_\_ day of \_\_\_\_\_, 2009.  
4

5  
6 **BENTON COUNTY, OREGON**

**OREGON NURSES ASSOCIATION**

7  
8  
9  
10 \_\_\_\_\_  
11 Chair, Board of Commissioners

\_\_\_\_\_   
Christine Hauck,  
Representative, ONA

12  
13 \_\_\_\_\_  
14 Commissioner

\_\_\_\_\_   
Mary Shaughnessy  
Association Co-Chair

15  
16  
17 \_\_\_\_\_  
18 Commissioner

\_\_\_\_\_   
Marty Fobes  
Association Co-Chair

19  
20  
21 \_\_\_\_\_  
22 Libet Hatch  
23 Negotiator

24  
25  
26 \_\_\_\_\_  
27 Sheryl Dahl  
28 Negotiator

29  
30  
31 \_\_\_\_\_  
32 Charlie Fautin  
33 Negotiator

34  
35  
36  
37  
38 Approved as to form

39  
40  
41 \_\_\_\_\_  
42 County Counsel

43  
44

1 APPENDIX "A": ONA GRIEVANCE FORM

**OREGON NURSES ASSOCIATION**  
18765 SW Boones Ferry Road, Ste 200, Tualatin OR 97062 ♦ (503) 293-0011  
**GRIEVANCE FORM**

	NUMBER: _____
	DATE: _____
<b>GENERAL INFORMATION</b>	
NAME OF GRIEVANT _____	
HOME ADDRESS: _____ CITY: _____	
STATE _____ ZIP _____ HOME PHONE _____ WORK PHONE _____	
GRIEVANT'S UNIT, SHIFT, & CLASSIFICATION _____	
EMPLOYER FACILITY _____	
EMPLOYER ADDRESS _____	
GRIEVANCE STEP _____ PRESENTED TO _____ TITLE _____	
<b>STATEMENT OF GRIEVANCE</b>	
<b>BASIS OF GRIEVANCE</b>	
____ VIOLATION OF CONTRACT SECTION(S) _____	
____ VIOLATION OF ESTABLISHED PRACTICE _____	
____ VIOLATION OF APPLICABLE LAW OR REGULATION _____	
____ VIOLATION OF RULE _____	
____ OTHER (SPECIFY) _____	
<b>REMEDY DESIRED</b>	
Check if applicable	
[ <input type="checkbox"/> ] I HEREBY AUTHORIZE THE OREGON NURSES ASSOCIATION (ONA) AND ANY OF ITS REPRESENTATIVES TO ACT ON MY BEHALF IN ALL MATTERS PERTAINING TO THIS GRIEVANCE.	
LOCAL UNIT REPRESENTATIVE: _____	
ONA STAFF LABOR REPRESENTATIVE: _____	
_____ (DATE)	_____ (GRIEVANT SIGNATURE)

**1 APPENDIX “B”: SALARY SCHEDULE**